

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NIKE, INC.,
Plaintiff,
v.
SKECHERS U.S.A., INC.
Defendant.

Case No. 2:23-cv-09346-AB (PVCx)

STIPULATED PROTECTIVE ORDER

1. INTRODUCTION

1.1 PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below,

1 that this Stipulated Protective Order does not entitle them to file confidential
2 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be
3 followed and the standards that will be applied when a party seeks permission from
4 the court to file material under seal.

5 **1.2 GOOD CAUSE STATEMENT**

6 This patent litigation is likely to involve proprietary and/or valuable research,
7 development, commercial, and financial materials and information for which special
8 protection from public disclosure and from use for any purpose other than prosecution
9 of this action is warranted. Such confidential and proprietary materials and
10 information consist of, among other things, confidential business or financial
11 information, information regarding confidential business practices, or other
12 confidential research, development, or commercial information (including
13 information implicating privacy rights of third parties), information otherwise
14 generally unavailable to the public, or which may be privileged or otherwise protected
15 from disclosure under state or federal statutes, court rules, case decisions, or common
16 law.

17 Accordingly, to expedite the flow of information, to facilitate the prompt
18 resolution of disputes over confidentiality of discovery materials, to adequately
19 protect information the parties are entitled to keep confidential, to ensure that the
20 parties are permitted reasonably necessary uses of such material in preparation for
21 and in the conduct of trial, to address their handling at the end of the litigation, and
22 serve the ends of justice, a protective order for such information is justified in this
23 matter.

24 It is the intent of the parties that information will not be designated as
25 confidential for tactical reasons and that nothing be so designated without a good faith
26 belief that it has been maintained in a confidential, non-public manner, and there is
27 good cause why it should not be part of the public record of this case.

1 2. DEFINITIONS

2 2.1 Action: Skechers U.S.A., Inc., Case No. 2:23-cv-09346-AB-PVC (C.D. Cal.), and any appeals therefrom.

4 2.2 Challenging Party: a Party or Non-Party that challenges the designation
5 of information or items under this Order.

6 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
7 how it is generated, stored or maintained) or tangible things that qualify for protection
8 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
9 Cause Statement.

10 2.4 Consultant: A person who has been retained by a Party or its Counsel to
11 serve as a consultant in this Action (*i.e.*, not a testifying expert under Rule
12 26(a)(2)(A)).

13 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as their
14 support staff).

15 2.6 Designating Party: a Party or Non-Party that designates information or
16 items that it produces in disclosures or in responses to discovery as
17 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
18 ONLY.”

19 2.7 Disclosure or Discovery Material: all items or information, regardless
20 of the medium or manner in which it is generated, stored, or maintained (including,
21 among other things, testimony, transcripts, and tangible things), that are produced or
22 generated in disclosures or responses to discovery in this matter.

23 2.8 Expert: a person with specialized knowledge or experience in a matter
24 pertinent to the litigation who has been retained by a Party or its counsel to serve as
25 an expert witness or as a consultant in this Action and is being identified pursuant to
26 Federal Rule of Civil Procedure 26(a)(2)(A).

27 2.9 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
28 Information or Items: “CONFIDENTIAL” Information or Items for which disclosure

1 to persons who are permitted to review information designated as
2 “CONFIDENTIAL” is likely to cause economic harm or significant competitive
3 disadvantage to the Producing Party. The Parties agree that the following
4 information, if non-public, shall be presumed to merit the “HIGHLY
5 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” designation: trade secrets,
6 pricing information, customer data compilations, financial data and analyses, sales
7 information, sales or marketing forecasts or plans, business plans, sales or marketing
8 strategy, product development information, scientific or technical research,
9 engineering documents, testing documents, employee information, third-party
10 confidential information, and other non-public information of similar competitive and
11 business sensitivity.

12 2.10 House Counsel: attorneys who are employees of a party to this Action
13 with responsibility for managing this Action. House Counsel includes support staff
14 employed by a party to this Action who have responsibility for supporting House
15 Counsel in connection with this Action. House Counsel does not include Outside
16 Counsel of Record or any other outside counsel.

17 2.11 Non-Party: any natural person, partnership, corporation, association, or
18 other legal entity not named as a Party to this action.

19 2.12 Outside Counsel of Record: attorneys who are not employees of a party
20 to this Action but are retained to represent or advise a party to this Action and have
21 appeared in this Action on behalf of that party or are affiliated with a law firm which
22 has appeared on behalf of that party, and includes support staff.

23 2.13 Party: any party to this Action, including all of its officers, directors,
24 employees, consultants, retained experts, and Outside Counsel of Record (and their
25 support staffs).

26 2.14 Producing Party: a Party or Non-Party that produces Disclosure or
27 Discovery Material in this Action.

1 2.15 Professional Vendors: persons or entities that provide litigation support
2 services (e.g., photocopying, videotaping, translating, preparing exhibits or
3 demonstrations, and organizing, storing, or retrieving data in any form or medium)
4 and their employees and subcontractors.

5 2.16 Protected Material: any Disclosure or Discovery Material that is
6 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
7 EYES ONLY.”

8 2.17 Receiving Party: a Party that receives Disclosure or Discovery Material
9 from a Producing Party.

10 3. SCOPE

11 The protections conferred by this Stipulation and Order cover not only
12 Protected Material (as defined above), but also (1) any information copied or extracted
13 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
14 Protected Material; and (3) any testimony, conversations, or presentations by Parties
15 or their Counsel that might reveal Protected Material.

16 Any use of Protected Material at trial will be governed by the orders of the trial
17 judge. This Order does not govern the use of Protected Material at trial.

18 4. DURATION

19 Even after final disposition of this litigation, the confidentiality obligations
20 imposed by this Order will remain in effect until a Designating Party agrees otherwise
21 in writing or a court order otherwise directs. Final disposition will be deemed to be
22 the later of (1) dismissal of all claims and defenses in this Action, with or without
23 prejudice; and (2) final judgment herein after the completion and exhaustion of all
24 appeals, rehearings, remands, trials, or reviews of this Action, including the time
25 limits for filing any motions or applications for extension of time pursuant to
26 applicable law.

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1 5. DESIGNATING PROTECTED MATERIAL

2 5.1 Exercise of Restraint and Care in Designating Material for Protection.

3 Each Party or Non-Party that designates information or items for protection under this
4 Order must take care to limit any such designation to specific material that qualifies
5 under the appropriate standards. The Designating Party must designate for protection
6 only those parts of material, documents, items, or oral or written communications that
7 qualify so that other portions of the material, documents, items, or communications
8 for which protection is not warranted are not swept unjustifiably within the ambit of
9 this Order.

10 Mass, indiscriminate, or routinized designations are prohibited. Designations
11 that are shown to be clearly unjustified or that have been made for an improper
12 purpose (e.g., to unnecessarily encumber the case development process or to impose
13 unnecessary expenses and burdens on other parties) may expose the Designating Party
14 to sanctions.

15 If it comes to a Designating Party's attention that information or items that it
16 designated for protection do not qualify for protection, that Designating Party must
17 promptly notify all other Parties that it is withdrawing the inapplicable designation.

18 5.2 Manner and Timing of Designations. Except as otherwise provided in
19 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
20 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
21 under this Order must be clearly so designated before the material is disclosed or
22 produced.

23 Designation in conformity with this Order requires:

24 (a) for information in documentary form (e.g., paper or electronic documents,
25 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
26 Producing Party affix at a minimum, the legend "CONFIDENTIAL" or "HIGHLY
27 CONFIDENTIAL – ATTORNEYS' EYES ONLY" (hereinafter
28 "CONFIDENTIALITY legend"), to each page that contains protected material. If

1 only a portion or portions of the material on a page qualifies for protection, the
2 Producing Party also must clearly identify the protected portion(s) (e.g., by making
3 appropriate markings in the margins).

4 A Party or Non-Party that makes original documents available for inspection
5 need not designate them for protection until after the inspecting Party has indicated
6 which documents it would like copied and produced. During the inspection and before
7 the designation, all of the material made available for inspection will be deemed
8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting
9 Party has identified the documents it wants copied and produced, the Producing Party
10 must determine which documents, or portions thereof, qualify for protection under
11 this Order. Then, before producing the specified documents, the Producing Party must
12 affix the CONFIDENTIALITY legend to each page that contains Protected Material.
13 If only a portion or portions of the material on a page qualifies for protection, the
14 Producing Party also must clearly identify the protected portion(s) (e.g., by making
15 appropriate markings in the margins).

16 (b) for testimony given in depositions that involve the disclosure of
17 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
18 ONLY” material of a Party to this Action, such Party shall have until thirty (30) days
19 after receipt of the final deposition transcript within which to inform all other parties
20 that portions of the transcript are to be designated “CONFIDENTIAL” and “HIGHLY
21 CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” which period may be extended
22 by agreement of the Parties.

23 No such deposition transcript shall be disclosed to any individual other than the
24 individuals described in Paragraphs 7.2(a), (c)-(i) below and the deponent during
25 these thirty (30) days, and no individual attending such a deposition shall disclose the
26 contents of the deposition to any individual other than those described in Paragraphs
27 7.2(a), (c)-(i) below during said thirty (30) days.

Upon being informed that certain portions of a deposition are to be designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," all Parties shall immediately cause each copy of the transcript in its custody or control to be appropriately marked and limit disclosure of that transcript in accordance with this Protective Order.

6 (c) for information produced in some form other than documentary and for any
7 other tangible items, that the Producing Party affix in a prominent place on the exterior
8 of the container or containers in which the information is stored the appropriate
9 CONFIDENTIALITY legend. If only a portion or portions of the information
10 warrants protection, the Producing Party, to the extent practicable, will identify the
11 protected portion(s).

12 5.3 Inadvertent Failures to Designate. The inadvertent or unintentional
13 production of “CONFIDENTIAL” and “HIGHLY CONFIDENTIAL –
14 ATTORNEYS’ EYES ONLY” material without proper designation, shall not be
15 deemed a waiver in whole or in part of a Producing Party’s claim of confidentiality,
16 either as to the specific information, document or thing disclosed or as to any other
17 material or information concerning the same or related subject matter.

18 Such inadvertent or unintentional disclosure may be rectified by notifying in
19 writing Outside Counsel of Record for all parties to whom the Discovery Material
20 was produced that the Discovery Material should have been designated as
21 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
22 ONLY”. The Receiving Party to whom such Discovery Material was produced shall
23 treat such Discovery Material as designated by Counsel’s written notice, and shall
24 also make good faith efforts to retrieve any previously disclosed “CONFIDENTIAL”
25 and “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” material from
26 unauthorized recipients. If the Receiving Party is unable to arrange for the return or
27 destruction of such documents and things from unauthorized individuals, the
28 Receiving Party shall notify the Producing Party within fourteen (14) calendar days

1 of notice from the Producing Party of the identity of such unauthorized persons and
2 the efforts made to secure the return or destruction of the information. The Receiving
3 Party's disclosures, prior to the receipt of notice from the Producing Party of a new
4 designations, of "CONFIDENTIAL" and "HIGHLY CONFIDENTIAL –
5 ATTORNEYS' EYES ONLY," to unauthorized persons shall not be deemed a
6 violation of this Protective Order.

7 The Producing Party shall promptly provide substitute copies of the Discovery
8 Material bearing the appropriate confidentiality legend. Within ten (10) calendar days
9 of receipt of the substitute copies of the produced material, the Receiving Party shall
10 return or destroy originally produced material and not retain any copies thereof.

11 If the Receiving Party disagrees with the re-designation of the Discovery
12 Material it may challenge the confidentiality designation pursuant to and in the
13 manner prescribed in Paragraph 6. The Receiving Party must nevertheless comply
14 with the terms of this Paragraph through the pendency of any challenge.

15 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

16 **6.1 Timing of Challenges.** Any Party or Non-Party may challenge a
17 designation of confidentiality at any time that is consistent with the Court's
18 Scheduling Order.

19 **6.2 Meet and Confer.** The Challenging Party will initiate the dispute
20 resolution process (and, if necessary, file a discovery motion) under Local Rule 37.1
21 et seq.

22 **6.3** The burden of persuasion in any such challenge proceeding will be on
23 the Designating Party. Frivolous challenges, and those made for an improper purpose
24 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
25 expose the Challenging Party to sanctions. Unless the Designating Party has waived
26 or withdrawn the confidentiality designation, all parties will continue to afford the
27 material in question the level of protection to which it is entitled under the Producing
28 Party's designation until the Court rules on the challenge.

1 7. ACCESS TO AND USE OF PROTECTED MATERIAL

2 7.1 Basic Principles. A Receiving Party may use Protected Material that is
3 disclosed or produced by another Party or by a Non-Party in connection with this
4 Action only for prosecuting, defending, or attempting to settle this Action. Such
5 Protected Material may be disclosed only to the categories of persons and under the
6 conditions described in this Order. When the Action has been terminated, a Receiving
7 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

8 Protected Material must be stored and maintained by a Receiving Party at a
9 location and in a secure manner that ensures that access is limited to the persons
10 authorized under this Order.

11 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
12 otherwise ordered by the court or permitted in writing by the Designating Party, a
13 Receiving Party may disclose any information or item designated
14 “CONFIDENTIAL” only to:

15 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
16 as employees of said Outside Counsel of Record to whom it is reasonably necessary
17 to disclose the information for this Action;

18 (b) up to five (5) of the Receiving Party’s officers, directors, and employees
19 (other than House Counsel) of the Receiving Party to whom disclosure is reasonably
20 necessary for this Action and who have signed the “Acknowledgment and Agreement
21 to Be Bound” (Exhibit A);

22 (c) up to five (5) of the Receiving Party’s House Counsel who have signed
23 the “Acknowledgment and Agreement to Be Bound” (Exhibit A), as well as support
24 staff employed by the Receiving Party to this Action who have responsibility for
25 supporting House Counsel in connection with managing this Action and who need
26 not separately sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

27 (d) Experts and Consultants (as defined in this Order) of the Receiving
28 Party to whom disclosure is reasonably necessary for this Action, who have been

1 cleared pursuant to Paragraphs 12.1(c) of this Order, and who have signed the
2 “Acknowledgment and Agreement to Be Bound” (Exhibit A), as well as their
3 administrative staff to the extent necessary to assist such outside consulting or
4 testifying experts in the conduct of this Action and who need not separately sign the
5 “Acknowledgment and Agreement to Be Bound” (Exhibit A) provided that they are
6 contractually bound to keep confidential their work on the engagement;

7 (e) the Court and its personnel;
8 (f) court reporters and their staff;

9 (g) professional jury or trial consultants, mock jurors, and Professional
10 Vendors to whom disclosure is reasonably necessary for this Action and who have
11 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

12 (h) the author or recipient of a document containing the information or a
13 custodian or other person who otherwise possessed or knew the information;

14 (i) during their depositions, witnesses, and attorneys for witnesses, in the
15 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
16 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will
17 not be permitted to keep any confidential information unless they sign the
18 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
19 agreed by the Designating Party or ordered by the court. Pages of transcribed
20 deposition testimony or exhibits to depositions that reveal Protected Material may be
21 separately bound by the court reporter and may not be disclosed to anyone except as
22 permitted under this Stipulated Protective Order; and

23 (j) any mediator or settlement officer, and their supporting personnel,
24 mutually agreed upon by any of the parties engaged in settlement discussions.

25 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
26 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in
27 writing by the Designating Party, a Receiving Party may disclose any information or
28 item designated “HIGHLY CONFIDENTIAL” – ATTORNEYS’ EYES ONLY” only

1 to the persons identified in Paragraphs 7.2(a), (d)-(j).

2 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
3 OTHER LITIGATION

4 If a Party is served with a subpoena or a court order issued in other litigation
5 that compels disclosure of any information or items designated in this Action as
6 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
7 ONLY,” that Party must:

8 (a) promptly notify in writing the Designating Party. Such notification will
9 include a copy of the subpoena or court order;

10 (b) promptly notify in writing the party who caused the subpoena or order
11 to issue in the other litigation that some or all of the material covered by the subpoena
12 or order is subject to this Protective Order. Such notification will include a copy of
13 this Stipulated Protective Order; and

14 (c) cooperate with respect to all reasonable procedures sought to be pursued
15 by the Designating Party whose Protected Material may be affected.

16 If the Designating Party timely seeks a protective order, the Party served with
17 the subpoena or court order will not produce any information designated in this action
18 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
19 ONLY” before a determination by the court from which the subpoena or order issued,
20 unless the Party has obtained the Designating Party’s permission. The Designating
21 Party will bear the burden and expense of seeking protection in that court of its
22 confidential material and nothing in these provisions should be construed as
23 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
24 directive from another court.

25 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
26 PRODUCED IN THIS LITIGATION

27 (a) The terms of this Order are applicable to information produced by a
28 Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY

1 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by
2 Non-Parties in connection with this litigation is protected by the remedies and relief
3 provided by this Order. Nothing in these provisions should be construed as
4 prohibiting a Non-Party from seeking additional protections.

5 (b) In the event that a Party is required, by a valid discovery request, to
6 produce a Non-Party’s confidential information in its possession, and the Party is
7 subject to an agreement with the Non-Party not to produce the Non-Party’s
8 confidential information, then the Party will:

9 (1) promptly notify in writing the Requesting Party and the Non-Party
10 that some or all of the information requested is subject to a confidentiality agreement
11 with a Non-Party;

12 (2) promptly provide the Non-Party with a copy of the Stipulated
13 Protective Order in this Action, the relevant discovery request(s), and a reasonably
14 specific description of the information requested; and

15 (3) make the information requested available for inspection by the Non-
16 Party, if requested.

17 (c) If the Non-Party fails to seek a protective order from this court within
18 14 days of receiving the notice and accompanying information, the Receiving Party
19 may produce the Non-Party’s confidential information responsive to the discovery
20 request. If the Non-Party timely seeks a protective order, the Receiving Party will not
21 produce any information in its possession or control that is subject to the
22 confidentiality agreement with the Non-Party before a determination by the court.
23 Absent a court order to the contrary, the Non-Party will bear the burden and expense
24 of seeking protection in this court of its Protected Material.

25 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

26 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
27 Protected Material to any person or in any circumstance not authorized under this
28 Stipulated Protective Order, the Receiving Party must immediately (a) notify in

1 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
2 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
3 persons to whom unauthorized disclosures were made of all the terms of this Order,
4 and (d) request such person or persons to execute the “Acknowledgment and
5 Agreement to Be Bound” that is attached hereto as Exhibit A.

6 11. PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
7 MATERIAL

8 The production or disclosure of any information (including documents) in this
9 action that a party or non-party (“Producing Party”) later claims should not have been
10 produced due to a privilege or protection from discovery, including but not limited to
11 any attorney-client privilege, work product privilege, joint defense privilege, or
12 settlement privilege, shall not be deemed to waive any such privilege or protection,
13 nor shall it prejudice any claim that the disclosed or related information is privileged
14 or protected from discovery.

15 A party or non-party may request the return or destruction of such information,
16 which request shall identify the information and the basis for requesting its return. If
17 a Receiving Party receives information that the Receiving Party believes may be
18 subject to a claim of privilege or protection from discovery, the Receiving Party shall
19 promptly identify the information to the Producing Party.

20 When a Producing Party identifies such information as privileged or protected,
21 a Receiving Party: 1) shall not use, and shall immediately cease any prior use of, such
22 information; 2) shall take reasonable steps to retrieve the information from others to
23 which the Receiving Party disclosed the information; 3) shall within five (5) business
24 days of the Producing Party's request: a) return the information and all copies thereof
25 to the Producing Party; or b) destroy and confirm to the Producing Party in writing
26 that the information and all copies thereof have been destroyed. No one shall use the
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1 fact or circumstances of production of the information in this action to argue that any
2 privilege or protection has been waived.

3 Within fourteen (14) days after a Producing Party or Receiving Party identifies
4 the information, and not thereafter, the Receiving Party may seek to move to compel
5 (i.e., by serving its portion of a L.R. 37-2.2 joint stipulation) the production of the
6 information on the basis that: (a) the information was never privileged or protected
7 from disclosure; or (b) any applicable privilege or immunity has been waived by some
8 act other than the production of the information in this action. The Producing Party
9 and the Receiving Party shall meet and confer in accordance with applicable law or
10 Court rules regarding any such motion to compel. Notwithstanding this provision, no
11 party shall be required to return or destroy any information that may exist on any
12 disaster recovery backup system.

13 12. MISCELLANEOUS

14 12.1 Agreement to be Bound.

15 (a) The administrative and clerical staff of an outside Consultant, Expert,
16 professional jury or trial consultant, and Professional Vendor shall be deemed to have
17 signed the undertaking of Exhibit A when the outside Consultant, Expert, professional
18 jury or trial consultant, and Professional Vendor supervising such individuals has
19 executed the undertaking.

20 (b) Mock jurors shall also be deemed to have signed the undertaking of
21 Exhibit 1 when the Jury Consultant or supervising employee has executed the
22 undertaking, provided however that mock jurors shall have executed a written
23 confidentiality agreement providing that “CONFIDENTIAL” and “HIGHLY
24 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” material shall not be disclosed to
25 others and shall be used only on connection with the mock jury exercise.

26 (c) Proposed Experts and Consultants shall be permitted to access
27 “Confidential” and “Highly Confidential – Attorneys’ Eyes Only” material only after
28 the following additional conditions have been satisfied:

12.2 Personally Identifying Information. Any Personally Identifying
Information (“PII”) (e.g., social security numbers, financial account numbers,
passwords, and information that may be used for identity theft) exchanged in

1 discovery shall be maintained by the Receiving Party in a manner that is secure and
2 confidential.

3 12.3 Injunctive Relief. In the event anyone shall violate or threaten to violate
4 the terms of this Protective Order, the Parties agree that the aggrieved Party may
5 immediately apply to obtain injunctive relief against any such person.

6 12.4 Right to Further Relief. Nothing in this Order abridges the right of any
7 person to seek its modification by the Court in the future.

8 12.5 Right to Assert Other Objections. By stipulating to the entry of this
9 Protective Order no Party waives any right it otherwise would have to object to
10 disclosing or producing any information or item on any ground not addressed in this
11 Stipulated Protective Order. Similarly, no Party waives any right to object on any
12 ground to use in evidence of any of the material covered by this Protective Order.

13 12.6 Filing Protected Material. A Party that seeks to file under seal any
14 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
15 only be filed under seal pursuant to a court order authorizing the sealing of the specific
16 Protected Material at issue. If a Party's request to file Protected Material under seal
17 is denied by the court, then the Receiving Party may file the information in the public
18 record unless otherwise instructed by the court.

19 13. FINAL DISPOSITION

20 Within 60 days after the later of: 1) dismissal of all claims and defenses in this
21 action, with or without prejudice; or 2) final judgment herein after the completion and
22 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
23 including the time limits for filing any motions or applications for extension of time
24 pursuant to applicable law, each party and non-party must return all materials
25 designated by any other producing party or non-party under this Order to the
26 producing party or non-party, or destroy such material, including all copies thereof,
27 and provide to the producing party or non-party a written certification of compliance
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1 with this provision. Notwithstanding this provision, outside counsel for a party or
2 non-party are entitled to retain archival copies of all pleadings, filings, or other
3 documents served by or on any party, trial, deposition, and hearing transcripts, legal
4 memoranda, correspondence, expert reports, attorney work product, and consultant
5 and expert work product, and exhibits to any of these materials, even if such materials
6 reflect materials designated under this Order. Notwithstanding this provision, no
7 party shall be required to return or destroy any materials designated under this Order
8 that may exist on any disaster recovery backup system. Any such archival and/or
9 backup copies of materials designated under this Order shall remain subject to the
10 provisions of this Order.

11 14. Any willful violation of this Order may be punished by civil or criminal
12 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary
13 authorities, or other appropriate action at the discretion of the Court.

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15 FOR GOOD CAUSE SHOWN BY THE PARTIES' STIPULATION, IT IS SO
16 ORDERED.

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19 DATED: March 12, 2024

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HON. PEDRO V. CASTILLO
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____, [full name], of _____, declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of _____, [insert case name and number]. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [full name] of _____ [full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date:

City and State where signed:

Printed name:

Signature: